

Law Offices of

CHAPMAN AND CUTLER

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RECORDATION NO. 18618  
FILED 1425

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DEC 21 1993 -10 45 AM

INTERSTATE COMMERCE COMMISSION

50 South Main Street  
Salt Lake City, Utah 84144  
(801) 533-0066

December 21, 1993

RECORDATION NO. 18618  
FILED 1425

Mr. Sidney L. Strickland, Jr., Secretary  
Interstate Commerce Commission  
Twelfth Street & Constitution Avenue, N.W.  
Washington, DC 20423

DEC 21 1993 -10 45 AM

INTERSTATE COMMERCE COMMISSION

Re: Burlington Northern Railroad Company  
Leveraged Lease Financing of Railroad Rolling Stock

RECORDATION NO. 18618  
FILED 1425

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INTERSTATE COMMERCE COMMISSION

Dear Mr. Strickland:

I am enclosing for recording pursuant to Section 11303 of Title 49 of the United States Code, two original copies of each of the two primary documents described below and the two secondary documents described below, which secondary documents are related to the enclosed primary documents. As one of the attorneys representing the Lessee in this transaction, I have knowledge of the matters described in this letter.

The enclosed primary documents are as follows:

(1) Lease Agreement (BN 1993-A), dated as of December 10, 1993, between Wilmington Trust Company, as lessor (the "Lessor"), and Burlington Northern Railroad Company, as lessee (the "Lessee"); and

(2) Trust Indenture and Security Agreement (BN 1993-A), dated as of December 10, 1993, between Wilmington Trust Company, as owner trustee (the "Owner Trustee"), and Shawmut Bank Connecticut, National Association, as indenture trustee (the "Indenture Trustee").

The enclosed secondary documents are as follows:

(1) Lease Supplement (BN 1993-A), dated December 21, 1993, among Wilmington Trust Company, as Lessor, and Burlington Northern Railroad Company, as Lessee; and

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(2) Indenture Supplement (BN 1993-A), dated December 21, 1993, among Wilmington Trust Company, as Owner Trustee, and Shawmut Bank Connecticut, National Association, as Indenture Trustee.

The primary documents to which this Lease Supplement and Indenture Supplement are connected are those which are referred to above and which are being submitted for recording concurrently therewith.

The names and addresses of the parties to the documents are as follows:

LEASE AGREEMENT

Lessee: Burlington Northern Railroad Company  
777 Main Street  
Fort Worth, Texas 76102

Lessor: Wilmington Trust Company  
Rodney Square North  
1100 North Market Street  
Wilmington, Delaware 19890

TRUST INDENTURE AND SECURITY AGREEMENT

Owner Trustee: Wilmington Trust Company  
Rodney Square North  
1100 North Market Street  
Wilmington, Delaware 19890

Indenture Trustee: Shawmut Bank Connecticut,  
National Association  
777 Main Street  
Hartford, Connecticut 06115

LEASE SUPPLEMENT

Lessee: Burlington Northern Railroad Company  
777 Main Street  
Fort Worth, Texas 76102

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Lessor: Wilmington Trust Company  
Rodney Square North  
1100 North Market Street  
Wilmington, Delaware 19890

INDENTURE SUPPLEMENT

Owner Trustee: Wilmington Trust Company  
Rodney Square North  
1100 North Market Street  
Wilmington, Delaware 19890

The Lease Agreement provides, *inter alia*, for the lease by the Lessor to the Lessee of certain New Five-Platform, Articulated, Double Stack Container Cars and New Three-Unit, Drawbar-Connected, Double Stack Container Cars (the "*Units*"). The Trust Indenture and Security Agreement provides, *inter alia*, for the granting of a security interest in the Units in favor of the Indenture Trustee in order to secure the Owner Trustee's performance of certain obligations under the Trust Indenture and Security Agreement and the Lessee's performance of certain obligations under the Lease Agreement and any Lease Supplement and Indenture Supplement executed and delivered from time to time pursuant to the Lease Agreement and the Trust Indenture and Security Agreement. The Lease Supplement and the Indenture Supplement provide, *inter alia*, for the Lease Agreement and the Indenture and Security Agreement to apply to the 138 New Five-Platform, Articulated, Double Stack Container Cars and 100 New Three-Unit, Drawbar-Connected, Double Stack Container Cars bearing the road numbers set forth in Schedule 1 to the Lease Supplement, namely the road numbers set forth in Exhibit A hereto.

The description of the equipment covered as of the date hereof by the aforesaid Lease Agreement, Trust Indenture and Security Agreement, Lease Supplement and Indenture Supplement is as set forth on Exhibit A hereto.

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A fee of sixty-four dollars (\$64.00) is enclosed. Please time and date stamp the enclosed copy of each of the enclosed documents along with the extra copy of this letter as proof of filing and recordation of the enclosed documents and return the original and any extra copies of such documents and this letter not needed by the Commission for recordation to:

Michael G. McGee, Esq.  
Chapman and Cutler  
111 West Monroe  
Chicago, Illinois 60603

A short summary of each of the documents to appear in the index follows:

(1) LEASE AGREEMENT:

Lease Agreement (BN 1993-A) between Wilmington Trust Company, as Lessor, Rodney Square North, 1100 North Market Street, Wilmington, Delaware 19890, and Burlington Northern Railroad Company, as Lessee, 777 Main Street, Fort Worth, Texas 76102, dated as of December 10, 1993, covering up to 138 New Five-Platform, Articulated, Double Stack Container Cars and 100 New Three-Unit, Drawbar-Connected, Double Stack Container Cars bearing the road numbers set forth in Schedule 1 to such Lease Supplements as may be executed and delivered from time to time pursuant to such Lease Agreement.

(2) TRUST INDENTURE AND SECURITY AGREEMENT:

Trust Indenture and Security Agreement (BN 1993-A) between Wilmington Trust Company, as Owner Trustee, Rodney Square North, 1100 Market Street, Wilmington, Delaware 19890, and Shawmut Bank Connecticut, National Association, as Indenture Trustee, 777 Main Street, Hartford, Connecticut 06115, dated as of December 10, 1993, securing the obligations of the Owner Trustee and Burlington Northern Railroad Company relating to up to 138 New Five-Platform, Articulated, Double Stack Container Cars and 100 New Three-Unit, Drawbar-Connected, Double Stack Container Cars bearing the road numbers set forth in Schedule 1 to such Lease Supplements attached to such Indenture Supplements as may be executed and delivered from time to time pursuant to such Indenture and Security Agreement.

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(3) LEASE SUPPLEMENT:

Lease Supplement (BN 1993-A) between Wilmington Trust Company, as Lessor, Rodney Square North, 1100 North Market Street, Wilmington, Delaware 19890, and Burlington Northern Railroad, as Lessee, 777 Main Street, Fort Worth, Texas 76102, dated December 21, 1993, covering up to 138 New Five-Platform, Articulated, Double Stack Container Cars and 100 New Three-Unit, Drawbar-Connected, Double Stack Container Cars bearing the road numbers set forth in Schedule 1 to such Lease Supplement, namely road numbers set forth in Exhibit A. The Lease Supplement is related to the Lease Agreement between the Lessor and the Lessee dated as of December 10, 1993, which is filed concurrently therewith.

(4) INDENTURE SUPPLEMENT:

Indenture Supplement (BN 1993-A) between Wilmington Trust Company, as Owner Trustee, 1100 North Market Street, Wilmington, Delaware 19890, and Shawmut Bank Connecticut, National Association, as Indenture Trustee, 777 Main Street, Hartford, Connecticut 06115, dated December 21, 1993, covering up to 138 New Five-Platform, Articulated, Double Stack Container Cars and 100 New Three-Unit, Drawbar-Connected, Double Stack Container Cars bearing the road numbers set forth in Schedule 1 to the Lease Supplement, namely road numbers set forth in Exhibit A. The Indenture Supplement is related to the Trust Indenture and Security Agreement between the Owner Trustee and the Indenture Trustee, dated as of December 10, 1993, which is filed concurrently therewith.

If you have any questions or need further information, please do not hesitate to contact the undersigned (312-845-3767) or Karl Williams (312-845-3892).

Sincerely,

CHAPMAN AND CUTLER

By Michael G. McGee  
Michael G. McGee

MGM/cs  
Enclosure

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**EXHIBIT A**

**UNITS**

EQUIPMENT	QUANTITY	REPORTING MARKS
Double Stacks - 5 Unit	138	BN 64090 through BN 64227, inclusive
Double Stacks - 3 Unit	100	BN 64228 through BN 64327, inclusive

RECORDATION NO. **18618** FILED 1425

**DEC 21 1993 - 10 45 AM**

INTERSTATE COMMERCE COMMISSION

**LEASE SUPPLEMENT (BN 1993-A) NO. 1**

LEASE SUPPLEMENT (BN 1993-A) NO. 1 dated December 21, 1993 (this "*Lease Supplement*") between WILMINGTON TRUST COMPANY, not in its individual capacity but solely as Owner Trustee ("*Lessor*") under the Trust Agreement, and BURLINGTON NORTHERN RAILROAD COMPANY, a Delaware corporation ("*Lessee*");

**WITNESSETH:**

WHEREAS, Lessor and Lessee have heretofore entered into that certain Equipment Lease Agreement (BN 1993-A) dated as of December 10, 1993 (the "*Lease*"). Unless otherwise defined herein, capitalized terms used herein shall have the meanings specified in Appendix A to the Lease;

WHEREAS, the Participation Agreement and the Lease provide that on the Closing Date, Seller shall deliver to Owner Trustee a Bill of Sale dated such date by which Seller bargains, conveys, assigns, sets over, sells and delivers to Owner Trustee, and Owner Trustee purchases and accepts from the Seller, the Units to be conveyed on the Closing Date, and said Bill of Sale has been delivered by Seller and accepted by Owner Trustee on the Closing Date;

WHEREAS, the Lease provides for the execution and delivery of a Lease Supplement substantially in the form hereof for the purpose of confirming the acceptance and lease of the Units under the Lease as and when delivered by Lessor to Lessee in accordance with the terms thereof;

NOW, THEREFORE, in consideration of the premises and other good and sufficient consideration, Lessor and Lessee hereby agree as follows:

1. Lessee hereby acknowledges and confirms that it has inspected and approved the Units set forth on Schedule 1 hereto at the time and on the dates set forth in the applicable Certificate(s) of Acceptance and such Units comply in all material respects with the specifications for such Units and are in good working order.
2. Lessor hereby confirms delivery and lease to Lessee, and Lessee hereby confirms acceptance and lease from Lessor, under the Lease as hereby supplemented, the Units listed on Schedule 1 hereto.
3. Lessee hereby represents and warrants that no Event of Loss has occurred with respect to the Units set forth on Schedule 1 hereto as of the date hereof.
4. The Closing Date of the Units described above is the date of this Lease Supplement set forth in the opening paragraph hereof.

5. The aggregate Equipment Cost of the Units leased hereunder is \$40,972,000 and the amounts comprising such Equipment Cost are set forth on Schedule 1 hereto. The Stipulated Loss Values and Termination Values applicable in respect of the Units are set forth, respectively, on Schedules 4 and 5 to the Participation Agreement.

6. Lessee hereby confirms its agreement, in accordance with the Lease as supplemented by this Lease Supplement to pay Rent to Lessor for each Unit leased hereunder as provided for in the Lease.

7. The execution and delivery of this Lease Supplement will in no way relieve or decrease the responsibility of any manufacturer for the warranties it has made with respect to any Unit.

8. Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Lease Supplement may refer to the "Equipment Lease Agreement, dated as of December 10, 1993," the "Lease Agreement, dated as of December 10, 1993" or the "Lease, dated as of December 10, 1993," or may identify the Lease in any other respect without making specific reference to this Lease Supplement, but nevertheless all such references shall be deemed to include this Lease Supplement, unless the context shall otherwise require.

9. This Lease Supplement shall be construed in connection with and as part of the Lease, and all terms, conditions and covenants contained in the Lease shall be and remain in full force and effect.

10. This Lease Supplement may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument.

11. This Lease Supplement shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance.



IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease Supplement to be duly executed and delivered on the day and year first above written.

LESSOR:

WILMINGTON TRUST COMPANY, not in its individual capacity except as otherwise expressly provided but solely as Owner Trustee

By

Name:

Title:

JAMES P. LAWLER  
VICE PRESIDENT

LESSEE:

BURLINGTON NORTHERN RAILROAD  
COMPANY

By

Name: Robert F. McKenney

Title: Senior Vice President and Treasurer

Receipt of the original counterpart of the foregoing Lease Supplement is hereby acknowledged this \_\_\_\_ day of December, 1993.

SHAWMUT BANK CONNECTICUT,  
NATIONAL ASSOCIATION,  
as Indenture Trustee

By:

Name: Susan Freedman

Title: Vice President

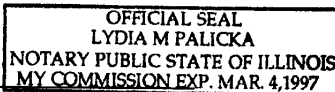
STATE OF Illinois )  
COUNTY OF COOK ) SS:

On this 20<sup>th</sup> day of December, 1993, before me personally appeared James P. Hawver to me personally known, who being by me duly sworn, says that he/she is a Vice President of Wilmington Trust Company, that said instrument was signed and sealed on December 20, 1993, on behalf of said corporation by authority of its Board of Directors; and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

By Lydia M. Palicka  
Notary Public

(SEAL)

My Commission Expires: \_\_\_\_\_



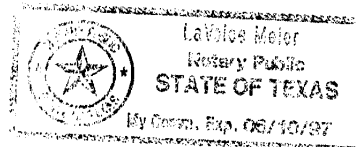
STATE OF TEXAS )  
COUNTY OF TARRANT ) SS:

On this 16 day of December, 1993, before me personally appeared Robert F. McKenney to me personally known, who being by me duly sworn, says that he is a Senior Vice President and Treasurer of Burlington Northern Railroad Company, that said instrument was signed and sealed on December 16, 1993, on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

By Robert F. McKenney  
Notary Public

(SEAL)

My Commission Expires: 6/10/97



Lease Supplement (BN 1993-A)

EQUIPMENT	QUANTITY	EQUIPMENT COST PER UNIT	REPORTING MARKS
New Five-Platform, Articulated, Double Stack Container Cars	138	\$194,000	BN 64090 through BN 64227, inclusive
New Three-Unit, Drawbar-Connected, Double Stack Container Cars	100	\$142,000	BN 64228 through BN 64327, inclusive